

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**



Rockingham Superior Court
Rockingham Cty Courthouse/PO Box 1258
Kingston NH 03848-1258

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

SUMMONS IN A CIVIL ACTION

Case Name: **James Petrovitsis v Secretary of Housing and Urban Development**
Case Number: **218-2022-CV-00224**

Date Complaint Filed: March 21, 2022

A Complaint has been filed against Secretary of Housing and Urban Development in this Court. A copy of the Complaint is attached.

The Court ORDERS that ON OR BEFORE:

August 13, 2022	James Petrovitsis shall have this Summons and the attached Complaint served upon Secretary of Housing and Urban Development by certified mail to three addresses pursuant to Court Order on Motion for Entry of Default Judgment also attached
September 03, 2022	James Petrovitsis shall electronically file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.
30 days after Defendant is served	Secretary of Housing and Urban Development must electronically file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent electronically to the party/parties listed below.

Notice to Secretary of Housing and Urban Development: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:

Christopher P. Mulligan, ESQ

Bosen & Associates PLLC 266 Middle Street Portsmouth NH
03801

BY ORDER OF THE COURT

June 29, 2022

Jennifer M. Hagggar
Clerk of Court

(504)

**THE STATE OF NEW HAMPSHIRE
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<http://www.courts.state.nh.us>

NOTICE TO DEFENDANT

Case Name: **James Petrovitsis v Secretary of Housing and Urban Development**
Case Number: **218-2022-CV-00224**

You have been served with a Complaint which serves as notice that this legal action has been filed against you in the **Rockingham Superior Court**. Review the Complaint to see the basis for the Plaintiff's claim.

Each Defendant is required to electronically file an Appearance and Answer 30 days after service. You may register and respond on any private or public computer. For your convenience, there is also a computer available in the courthouse lobby.

If you are working with an attorney, they will guide you on the next steps. If you are going to represent yourself in this action, go to the court's website: www.courts.state.nh.us, select the Electronic Services icon and then select the option for a self-represented party.

1. Complete the registration/log in process. Click Register and follow the prompts.
2. After you register, click Start Now. Select **Rockingham Superior Court** as the location.
3. Select "I am filing into an existing case". Enter **218-2022-CV-00224** and click Next.
4. When you find the case, click on the link and follow the instructions on the screen. On the "What would you like to file?" screen, select "File a Response to Civil Complaint". Follow the instructions to complete your filing.
5. Review your Response before submitting it to the court.

IMPORTANT: After receiving your response and other filings the court will send notifications and court orders electronically to the email address you provide.

A person who is filing or defending against a Civil Complaint will want to be familiar with the Rules of the Superior Court, which are available on the court's website: www.courts.state.nh.us.

Once you have registered and responded to the summons, you can access documents electronically filed by going to <https://odypa.nhecourt.us/portal> and following the instructions in the User Guide. In that process you will register, validate your email, request access and approval to view your case. After your information is validated by the court, you will be able to view case information and documents filed in your case.

If you have questions regarding this process, please contact the court at 1-855-212-1234.

ROCKINGHAM, SS STATE OF NEW HAMPSHIRE
SUPERIOR COURT

JAMES PETROVITSIS 218-2022-CV-00224
1 Bayside Road, Box 4
Greenland, NH 03840
v.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
451 Seventh Street, SW
Washington, DC 20410

COMPLAINT

NOW COMES the Plaintiff, James Petrovitsis (the "Plaintiff"), by and through his attorneys, Bosen & Associates, PLLC, and files this Complaint against the Defendant Secretary of Housing and Urban Development (the "Defendant"), and says:

Jurisdiction and Venue

1. This is a breach of contract action filed against the Defendant to recover money tendered by Plaintiff for the purchase and sale of real property which was never consummated. The Plaintiff resides in Rockingham County. Therefore, Rockingham County Superior Court has or will have personal and subject matter jurisdiction and is the appropriate venue for Plaintiff's claims.

Facts

2. On or about February 23, 2021, the Plaintiff entered into a Memorandum of Sale with the Defendant for the conveyance of real property located at 27 Sutton Avenue, Portsmouth, New Hampshire. A copy of the Memorandum of Sale is attached hereto as Exhibit A.

3. In connection with the Memorandum of Sale, the Plaintiff tendered to the Defendant an earnest money deposit of \$31,688.22.

4. The Memorandum of Sale provides, *inter alia*, as follows:

In the event the Seller cannot convey title to the property as stipulated, the deposit . . . shall be refunded and all rights hereunder shall cease . . . and the obligations of all parties under this Memorandum of Sale shall be null and void[.]

5. Defendant could not convey proper title to the premises to the Plaintiff and ultimately conveyed the property to a third party.

6. Despite due demand, Defendant has failed, neglected and refused to return and refund the Plaintiff's deposit.

Count I – Breach of Contract

7. The foregoing allegations are incorporated herein.

8. Defendant signed an agreement to convey property to the Plaintiff pursuant to which a deposit was tendered, and which agreement is now null and void.

10. Defendant has failed, neglected and/or refused to repay the deposit money tendered all to the damage of the Plaintiff within the jurisdictional limits of this Honorable Court.

Count II – Quantum Meruit

11. The foregoing allegations are incorporated herein.

12. Defendant did receive from the Plaintiff good and valuable benefit in the form of the money tendered under the said Memorandum of Sale.

13. The Defendant accepted such benefit with the understanding it would be obligated to refund the deposit to the Plaintiff if it could not convey the property.

14. It would be unjust for the Defendant to retain the benefit of the parties' bargain without refunding the Plaintiff.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court:

- A. Enter judgment in favor of the Plaintiff;
- B. Award the Plaintiff damages within the jurisdictional limits of this Court; and
- C. Grant such other and further relief the Court deems appropriate.

Respectfully submitted,
James Petrovitsis
By his Attorneys

Date: March 21, 2022

/s/ Christopher P. Mulligan
Christopher P. Mulligan, Esq. Bar No. 11337
Bosen & Associates, PLLC
266 Middle Street
Portsmouth, NH 03801
cmulligan@bosenandassociates.com
(603) 427-5500 tel

EXHIBIT A

MEMORANDUM OF SALE

Date: February 23, 2021

I, James Provitis (hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to purchase at a Mortgagee's Public Auction Foreclosure Sale from Secretary of Housing and Urban Development (hereinafter referred to as the "Seller"), The real estate situated at and numbered: 27 Sutton Avenue, in the City/Town of Portsmouth, State of New Hampshire, for the sum of:

Thirty One Thousand Six Hundred and Eighty-eight 22/100 (\$31,688.22) Dollars.

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale as well as the additional terms, which are attached hereto. Buyer has this day paid to Seller Thirty-One Thousand Six Hundred and Eighty-eight 22/100 (\$31,688.22) Dollars as a non-refundable deposit on the sale. Said deposit shall be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability under this contract.

The balance of the purchase price shall be paid in cash, certified or treasurer's check and shall be deposited with the office of Craig Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire within Thirty (30) Days. The said real estate will be conveyed by a Mortgagee's Foreclosure Deed upon receipt of the balance of the purchase price. All of this to be accomplished during normal banking hours and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay all unpaid real estate taxes, water and sewer bills, municipal liens, tax titles, betterments and assessments, State of New Hampshire document tax stamps (\$15 per thousand) and recording charges as required by the Registry of Deeds. Seller acknowledges that Seller has this day received from the Buyer the sum of Thirty-One Thousand Six Hundred and Eighty-eight 22/100 (\$31,688.22) Dollars as a non-refundable deposit towards this purchase. The real estate is situated at and numbered: 27 Sutton Avenue, in the City/Town of Portsmouth, State of New Hampshire, and specifically identified in a Mortgage Recorded with the Rockingham County Registry of Deeds at Book 4501 and Page 0181 this day sold by said Auctioneer at public auction for the sale price as noted above, subject to any and all terms and conditions of the sale.

Buyer: _____
(signature)

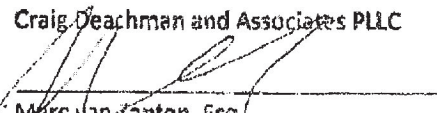
(print name)

(Address)

(telephone number)

Seller: United States Secretary of Housing and
Urban Development
By its Attorneys:

Craig Deachman and Associates PLLC


Marc van Zanten, Esq

Authorized Agent/Foreclosure Commissioner

ADDITIONAL TERMS AND CONDITIONS

The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of the bid.

Subject property will be sold to the highest bidder who must make a deposit of **Thirty-One Thousand Six Hundred and Eighty-eight 22/100(\$31,688.22) Dollars** in cash, certified or treasurer's check at time and place of sale. Balance of the purchase price is to be paid in cash, by certified check or by bank cashier's check in or within Thirty (30) days thereafter, to be delivered to the office of Craig Deachman and Associates, PLLC, 1662 Elm Street, Manchester, NH 03101. All of this to be accomplished during normal banking hours and time is of the essence.

If after the premises are sold the successful bidder shall refuse to execute a Memorandum of Sale, or if after signing, the bidder does not perform their part of the agreement, the deposit shall be forfeited. In case of forfeiture, the deposit shall become the property of the Seller and such forfeiture shall not release the successful bidder from this agreement. The Seller/Mortgagee reserves the right to convey the premises to the second highest bidder at the last highest bid without further notice by publication or otherwise under the same terms and conditions as were offered at today's foreclosure auction. Said second highest bidder will have three (3) days after notification by the foreclosing Mortgagee to make the required deposit and sign the foreclosure Memorandum of Sale. Should said second highest bidder refuse to execute a Memorandum of Sale or fail to so perform thereunder, then the Mortgagee shall have the option to purchase the premises for the amount of the second highest bid.

The premises are also being sold subject to any and all outstanding taxes, tax titles, municipal liens, water and sewer use charges, betterments, or assessments, superior encumbrances, occupants or leases, etc., if any there be.

Additionally, the Buyer will be responsible for 100% of buyer and seller's documentary recording stamps, plus any and all recording charges and surcharges as required by the Registry of Deeds.

- The premises shall be conveyed subject to any tenants and/or occupants and subject to any leases, if any, affecting the premises. No representation is made by the mortgage holder regarding security deposits, whether the present tenants/occupants are subject to rent control, or what the monthly rental income is from such tenancies;
- If as of this date there are any tenants/occupants on said premises and the Buyer at this foreclosure sale wishes to evict any such tenant/occupant, Buyer must do so at Buyer's own expense;
- Radon Gas: Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.
- Subject to any Right of Redemption by the United States of America or its agencies or subsidiaries, if any there be;
- Risk of Loss: The Buyer acknowledges that from and after this date, the Buyer shall have the sole risk of loss and the Mortgagee shall have no responsibility for maintaining insurance on the premises. In the event that the premises is damaged by fire or other casualty after the date hereof, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price;
- In the event the Seller cannot convey title to the property as stipulated, the deposit and, if applicable, the balance of the purchase price shall be refunded and all rights hereunder shall cease and the Buyer shall have no recourse against the Seller or Seller's employees, agents and representatives whether at law or in equity and the obligations of all parties under this Memorandum of Sale shall be null and void;

3

- The Buyer is further advised that all information as shown in the newspaper advertisements and the brochure that has been used for mailing and/or distribution at this auction sale has been compiled purely for the convenience and assistance of the Buyer and while the information shown is assumed to be reasonably correct, it is not guaranteed and/or warranted by the Mortgagee, Auctioneer, Attorney for the Mortgagee, nor any representative of the Mortgagee;
- The Buyer is aware and acknowledges that the property is being sold "as is" and further acknowledges that no representations or warranties of any kind whatsoever have been made by or on behalf of the Mortgagee as to the condition, construction or fitness for habitation or whether it conforms to applicable state or local building and sanitary codes. Further, no representations or warranties have been made by or on behalf of the Mortgagee concerning zoning, state of title, utilities, condition of the premises or otherwise.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing and agree to the terms and conditions as set forth and I further acknowledge receipt of a copy of these terms and conditions and a copy of the Auctioneer's Memorandum of Sale.

Buyer: _____

Seller: United States Secretary of Housing and
Urban Development
By Its Attorneys:

Craig Deachman and Associates PLLC



Marc van Zanten, Esq.
Authorized Agent/Foreclosure Commissioner

Merrimack County Sheriff's Office

DAVID A. CROFT
333 Daniel Webster Hwy
Boscawen, NH 03303
Phone: 603-796-6600

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
451 SEVENTH ST SW
WASHINGTON, DC 20410

AFFIDAVIT OF SERVICE

MERRIMACK, SS.

3 / 31 / 22

I, SERGEANT STACIE FISKE, this date at 8:30 (a.m.) / p.m., summoned the within named defendant SECRETARY OF HOUSING AND URBAN DEVELOPMENT as within commanded by leaving at the office of David Scanlan, Secretary of State of New Hampshire, its true and lawful Attorney for the service of process under, and by virtue of, Chapter 510:4, New Hampshire Revised Statutes Annotated, as amended, a true and attested copy of this Summons and Complaint, and I paid the Secretary of State ten (\$10.00) dollars as his fee for accepting service.

FEEES

Service	\$30.30
Postage	1.00
Travel	15.00
PD to SOS	10.00
TOTAL	<u>\$56.30</u>


SERGEANT STACIE FISKE
Merrimack County Sheriff's Office

Merrimack County Sheriff's Office

DAVID A. CROFT
333 Daniel Webster Hwy
Boscawen, NH 03303
Phone: 603-796-6600

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
451 SEVENTH ST SW
WASHINGTON, DC 20410

AFFIDAVIT OF SERVICE

MERRIMACK, SS.

³
8/1/22

I, SERGEANT STACIE FISKE, this date at 8:30 a.m., summoned the within named defendant SECRETARY OF HOUSING AND URBAN DEVELOPMENT as within commanded by leaving at the office of David Scanlan, Secretary of State of New Hampshire, its true and lawful Attorney for the service of process under, and by virtue of, Chapter 510:4, New Hampshire Revised Statutes Annotated, as amended, a true and attested copy of this Summons and Complaint, and I paid the Secretary of State ten (\$10.00) dollars as his fee for accepting service.

FEES

Service	\$30.30
Postage	1.00
Travel	15.00
PD to SOS	10.00

TOTAL \$56.30

A TRUE COPY ATTEST:

Stacie Fiske

STACIE FISKE, DEPUTY
Merrimack County Sheriff's Office

Stacie Fiske
SERGEANT STACIE FISKE
Merrimack County Sheriff's Office

**THE STATE OF NEW HAMPSHIRE
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NOTICE OF DEFAULT

FILE COPY

Case Name: **James Petrovitsls v Secretary of Housing and Urban Development**
Case Number: **218-2022-CV-00224**

Default has been entered against the following party in the above action:
Secretary of Housing and Urban Development

Default has been entered for the following reason(s):
Failure to file a timely answer and appearance

Case is continued for entry of judgment upon compliance with Superior Court Rule 42. Final judgment may be obtained against a party in default by filing the following: An appropriate motion for entry of judgment; an affidavit in support of financial damages sought, if any; a proposed decree if relief other than financial damages is sought; the original of any negotiable instrument or similar evidence of indebtedness on which this action is based, if applicable; and an affidavit as to military service, if applicable. Any claim for attorneys' fees must be made by motion with an accompanying attorney affidavit. Costs will be taxed only upon the submission of a verified taxation of costs.

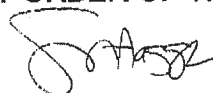
Before final judgment will be entered, the party seeking judgment must certify that it has mailed to the last known address of the defaulting party copies of the above documents and that it has notified the defaulting party that the entry of final judgment or decree is being sought.

A hearing as to final judgment shall be scheduled upon the request of any party. Otherwise, the Court may enter final judgment based on the pleadings submitted or may schedule a hearing at its discretion.

BY ORDER OF THE COURT

May 13, 2022

Clerk's Notice of Decision
Document Sent to Parties
on 05/15/2022



Jennifer M. Haggart, Clerk of Court

(126954)

C: Secretary of Housing and Urban Development; Christopher P. Mulligan, ESQ

STATE OF NEW HAMPSHIRE
ROCKINGHAM, ss. SUPERIOR COURT

JAMES PETROVITSIS

v.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Docket no. 218-2022-CV-00224

MOTION FOR ENTRY OF FINAL JUDGMENT

NOW COMES James Petrovitsis ("Plaintiff"), by and through its attorneys, BOSEN & ASSOCIATES, PLLC and requests that the Court enter final judgment against the Defendant and in support thereof says as follows:

1. Service in this matter was effected on April 11, 2022 as to Defendant.
2. Defendant has failed to appear or defend this matter.
3. Contemporaneously herewith, the Plaintiff has filed an affidavit of damages.
4. Plaintiff now asks that the Court enter a final judgment against Defendant.
5. In accordance with the Affidavit of Damages entered herewith, Plaintiff is entitled to damages in the amount of \$34,088.22 from Defendant.
6. In addition to its damages, Plaintiff seeks prejudgment and post judgment interest.
7. In addition to its damages, Plaintiff seeks a taxation of costs, also entered herewith.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court:

- A. Enter final judgment against Secretary of Housing and Urban Development;
- B. Enter a judgment in favor of James Petrovitsis in the amount of \$34,088.22

together with allowable interest and costs; and

C. **Grant** such other and further relief as it shall deem just.

Respectfully submitted,

James Petrovitsis
By its Attorneys,
BOSEN & ASSOCIATES, P.L.L.C.

Dated: June 1, 2022

By: /s/ Christopher P. Mulligan _____
Christopher P. Mulligan, Esquire
266 Middle Street
Portsmouth, NH 03801
(603) 427-5500
NH Bar No. 11337

CERTIFICATE OF SERVICE

I hereby certify **that a** copy of the foregoing Motion for Entry of Final Judgment, with attached Affidavit of Damages, Affidavit as to Military Service and Taxation of Costs, **was** forwarded, via first class mail, postage prepaid, to Secretary of Housing and Urban Development at 451 Seventh Street, SW, Washington, DC 20410.

Dated: June 1, 2022

By: /s/ Christopher P. Mulligan _____
Christopher P. Mulligan

STATE OF NEW HAMPSHIRE
ROCKINGHAM, ss. **SUPERIOR COURT**

JAMES PETROVITSIS

v.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Docket no. 218-2022-CV-00224

AFFIDAVIT OF DAMAGES

I, James Petrovitsis, upon oath, depose and say as follows:

1. I am a competent person over eighteen years of age. I am the plaintiff in the above-entitled matter. I am familiar with the facts and circumstances relative to the above referenced claim against the Defendant.


2. Attached hereto as Exhibit A is the Memorandum of Sale dated February 23, 2021 I entered into with the Defendant. Pursuant to this Memorandum, I tendered to Defendant a deposit in the amount of \$31,688.22, to be applied to the purchase of the real property that was the subject of the Memorandum.

3. Defendant could not consummate the sale of the real property and is still in possession of the deposit moneys, which it has failed, neglected and/or refused to return.

4. In anticipation of closing on the subject property, I paid the Downey Law Group the sum of \$2,400.00 for up front closing costs. See Exhibit B.

5. Accordingly, my damages herein are \$34,088.22.

Dated: 6-1-22


James Petrovitsis

STATE OF NEW HAMPSHIRE

Rockingham, SS.

Personally appeared the above-named James Petrovitsis and acknowledged the foregoing to be true to the best of his knowledge and belief this 1st day of June, 2022.


Notary Public/Justice of the Peace

My Commission Expires: _____



EXHIBIT A

MEMORANDUM OF SALE

Date: February 23, 2021

I, James R. Provencio (hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to purchase at a Mortgagee's Public Auction Foreclosure Sale from Secretary of Housing and Urban Development (hereinafter referred to as the "Seller"), The real estate situated at and numbered: 27 Sutton Avenue, in the City/Town of Portsmouth, State of New Hampshire, for the sum of:

Thirty-One Thousand Six Hundred and Eighty-Eight 22/100 (\$31,688.22) Dollars.

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale as well as the additional terms, which are attached hereto. Buyer has this day paid to Seller **Thirty-One Thousand Six Hundred and Eighty-eight 22/100 (\$31,688.22) Dollars** as a non-refundable deposit on the sale. Said deposit shall be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability under this contract.

The balance of the purchase price shall be paid in cash, certified or treasurer's check and shall be deposited with the office of Craig Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire within Thirty (30) Days. The said real estate will be conveyed by a Mortgagee's Foreclosure Deed upon receipt of the balance of the purchase price. All of this to be accomplished during normal banking hours and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay all unpaid real estate taxes, water and sewer bills, municipal liens, tax titles, betterments and assessments, State of New Hampshire document tax stamps (\$15 per thousand) and recording charges as required by the Registry of Deeds. Seller acknowledges that Seller has this day received from the Buyer the sum of **Thirty-One Thousand Six Hundred and Eighty-eight 22/100 (\$31,688.22) Dollars** as a non-refundable deposit towards this purchase. The real estate is situated at and numbered: 27 Sutton Avenue, in the City/Town of Portsmouth, State of New Hampshire, and specifically identified in a Mortgage Recorded with the Rockingham County Registry of Deeds at Book 4501 and Page 0181 this day sold by said Auctioneer at public auction for the sale price as noted above, subject to any and all terms and conditions of the sale.

Buyer: _____
(signature)

(print name)

(Address)

(telephone number)

Seller: United States Secretary of Housing and
Urban Development
By its Attorneys:

Craig Deachman and Associates PLLC


Marc van Zanten, Esq.

Authorized Agent/Foreclosure Commissioner

ADDITIONAL TERMS AND CONDITIONS

The successful bidder shall be required to execute a Memorandum of Sale upon acceptance of the bid.

Subject property will be sold to the highest bidder who must make a deposit of **Thirty-One Thousand Six Hundred and Eighty-eight 22/100(\$31,688.22) Dollars** in cash, certified or treasurer's check at time and place of sale. Balance of the purchase price is to be paid in cash, by certified check or by bank cashier's check in or within Thirty (30) days thereafter, to be delivered to the office of Craig Deachman and Associates, PLLC, 1662 Elm Street, Manchester, NH 03101. All of this to be accomplished during normal banking hours and time is of the essence.

If after the premises are sold the successful bidder shall refuse to execute a Memorandum of Sale, or if after signing, the bidder does not perform their part of the agreement, the deposit shall be forfeited. In case of forfeiture, the deposit shall become the property of the Seller and such forfeiture shall not release the successful bidder from this agreement. The Seller/Mortgagee reserves the right to convey the premises to the second highest bidder at the last highest bid without further notice by publication or otherwise under the same terms and conditions as were offered at today's foreclosure auction. Said second highest bidder will have three (3) days after notification by the foreclosing Mortgagee to make the required deposit and sign the foreclosure Memorandum of Sale. Should said second highest bidder refuse to execute a Memorandum of Sale or fail to so perform thereunder, then the Mortgagee shall have the option to purchase the premises for the amount of the second highest bid.

The premises are also being sold subject to any and all outstanding taxes, tax titles, municipal liens, water and sewer use charges, betterments, or assessments, superior encumbrances, occupants or leases, etc., if any there be.

- The Buyer is further advised that all information as shown in the newspaper advertisements and the brochure that has been used for mailing and/or distribution at this auction sale has been compiled purely for the convenience and assistance of the Buyer and while the information shown is assumed to be reasonably correct, it is not guaranteed and/or warranted by the Mortgagee, Auctioneer, Attorney for the Mortgagee, nor any representative of the Mortgagee;
- The Buyer is aware and acknowledges that the property is being sold "as is" and further acknowledges that no representations or warranties of any kind whatsoever have been made by or on behalf of the Mortgagee as to the condition, construction or fitness for habitation or whether it conforms to applicable state or local building and sanitary codes. Further, no representations or warranties have been made by or on behalf of the Mortgagee concerning zoning, state of title, utilities, condition of the premises or otherwise.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing and agree to the terms and conditions as set forth and I further acknowledge receipt of a copy of these terms and conditions and a copy of the Auctioneer's Memorandum of Sale.

Buyer: _____

Seller: United States Secretary of Housing and
Urban Development

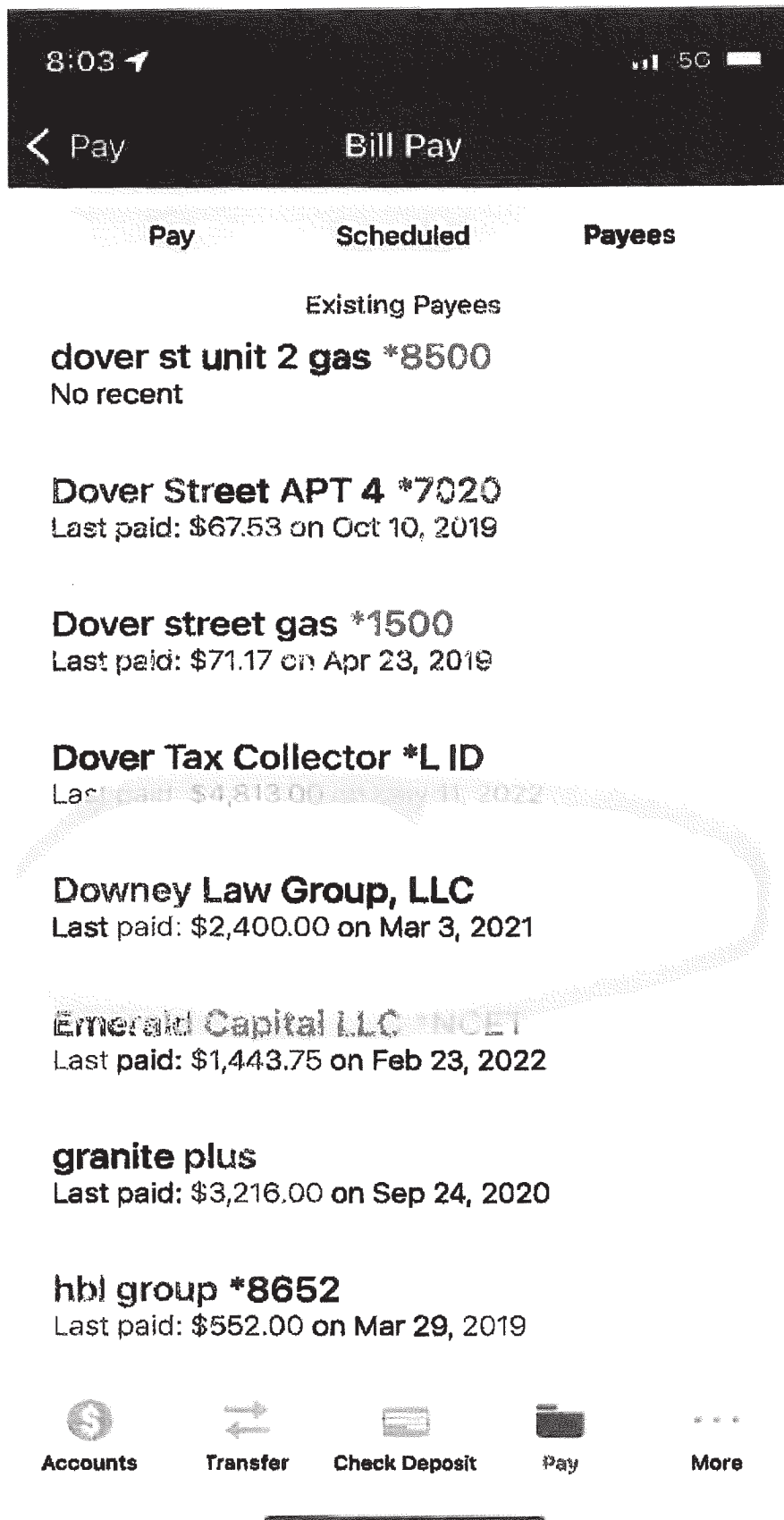
By its Attorneys:

Craig Deachman and Associates PLLC



Marc van Zanten, Esq.
Authorized Agent/Foreclosure Commissioner

Exhibit B



STATE OF NEW HAMPSHIRE
ROCKINGHAM, ss. SUPERIOR COURT
Docket no. 218-2022-CV-00224

JAMES PETROVITSIS

v.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

TAXATION OF COSTS

Damages	\$ 34,088.22
Interest	_____
Total Damages	_____

COSTS

Entry Fee	\$ 280.00
Service Fees	56.30
RSA 510:4 fee	10.00
Postage	<u>12.50</u>

TOTAL

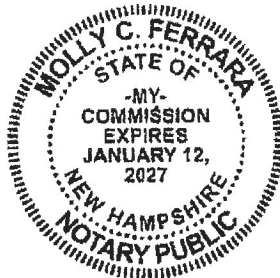
1358.80


Dated: 6-1-22


Christopher P. Mulligan, Esq.

STATE OF NEW HAMPSHIRE
ROCKINGHAM, ss.

Subscribed and sworn to, before me, this 1st day of June, 2022 by Christopher P. Mulligan.




Notary Public/Justice of the Peace
My Commission Expires: _____

STATE OF NEW HAMPSHIRE
ROCKINGHAM, ss. SUPERIOR COURT

JAMES PETROVITSIS

v.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Docket no. 218-2022-CV-00224

AFFIDAVIT AS TO MILITARY SERVICE

I, Christopher P. Mulligan, of Portsmouth, in the County of Rockingham and State of New Hampshire, on oath, depose and say that I am the attorney for the plaintiff in the above-entitled action and set forth the following facts showing that, to the best of my (our) knowledge and belief:

- (1) the defendant(s) is not in the military or other service of the United States included in the provisions of the Servicemembers Civil Relief Act of 2003:
(please state supporting facts, i.e., where defendant(s) is (are) living, employed, or approximate age sufficient to show not in military service.)

Defendant is not an individual eligible for military service.

- (2) the defendant(s) is (are) in the military or other service of the United States included in the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, to wit:

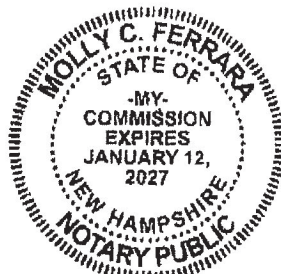
State what branch of service, if possible


Dated: 6-1-22


Christopher P. Mulligan

STATE OF NEW HAMPSHIRE
Rockingham, SS.

Subscribed and sworn to this 1st day of June, 2022.




Notary Public/Justice of the Peace
My Commission Expires: _____

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM COUNTY SUPERIOR COURT

No. 218-2022-CV-00224

JAMES PETROVITSIS
v.
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

ORDER ON MOTION FOR ENTRY OF FINAL JUDGMENT

After review of the file, the following order is entered on the plaintiff's Motion for Entry of Final Judgment pursuant to Superior Court Rule 42:

Judgment is entered for the plaintiff(s) in the amount of \$_____ plus court costs and service fees, and statutory interest from the date of filing of the complaint. Attorney's fees in the amount of \$ _____ are awarded.

So Ordered.

Date

PRESIDING JUSTICE

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Rockingham County

Rockingham Superior Court

James Petrovitsis v Secretary of Housing and Urban Development

218-2022-CV-00224

ORDER ON MOTION FOR ENTRY OF DEFAULT JUDGMENT

Plaintiff has filed a motion for entry of default judgment **against** the defendant, the Secretary of Housing and Urban Development, which is now before the Court.

The Court is not prepared to enter a default judgment at this time as it is unclear to the Court whether the defendant federal agency has received actual notice of this action. Although the plaintiff's affidavit of service reflects that the summons and complaint were sent to the agency's general mailing address, the Court believes it is more appropriate to make service on the agency's general counsel, the Attorney General, and the United States Attorney's Office, before any such judgment is entered.

Accordingly, the Clerk is directed to issue three new summonses and provide them to plaintiff's counsel. Counsel shall serve the summonses, together with copies of the complaint, upon the defendant by certified mail to the following addresses:

Secretary of Housing and Urban Development
The Associate General Counsel for Litigation
Office of Litigation--Room 10258
451 Seventh Street, S.W.
Washington, D.C. 20410

Secretary of Housing and Urban Development
c/o United States Attorney for the District of New Hampshire
53 Pleasant Street
Concord, NH 03301

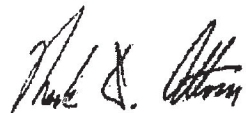
Secretary of Housing and Urban Development
c/o Office of the Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530-0001

The plaintiff shall file proof of service as provided by Rule 4.

The plaintiff's motion for default judgment is DENIED without prejudice to renewal if the Secretary should fail to answer as required following the service and notification ordered above.

June 28, 2022

Date



Judge Mark D. Attorri

Clerk's Notice of Decision
Document Sent to Parties
on 06/29/2022